

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Waikiki Health Center

Case 20-CA-292769

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the employee bulletin boards at the following locations: **Ohua Clinic** 277 Ohua Avenue, Honolulu, HI. 96815; **Makahiki Clinic** 935 Makahiki Way, Honolulu, HI. 96826; **PATH Clinic** 845 22nd Avenue, Honolulu HI. 96816; **Keahou Shelter** 1020 Isenberg Street, Honolulu HI 96826; **Youth Outreach (YO)** 415 Keoniana Street, Honolulu, HI 96815; and **Administrative Office** 2002 South King Street, Honolulu, HI. 96826-2219 . The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting

INTRANET POSTING - The Charged Party will also post a link to a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at **ADP** and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees who work at the facilities located in Honolulu identified above in the **POSTING OF NOTICE** paragraph. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case 20-CA-292769." If the Employer's place of business is currently closed due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

POSTING OF THE EXPLANATION OF EMPLOYEE RIGHTS — After the Regional Director has approved this Agreement, the Regional Office will send copies of the Explanation of Employee Rights poster to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in (specify locations where Notices should be posted). (prominent places where the Charged Party

Initials: _____

normally posts notices to its employees at its facility). The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

BACKPAY — By Friday, October 28, 2022, the Charged Party will make whole (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) by payment to each of them of the amount opposite each name, minus the interim earnings (if any) of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for the time period (b) (6), (b) (7)(C) through (b) (6), (b) (7)(C), 2022, which shall be provided to the Charged Party no later than 4:30 p.m. on Wednesday, October 19, 2022. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay, or from reimbursements for consequential damages. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director. The Charged Party further agrees that, should a dispute arise regarding the calculation of backpay, the matter shall be submitted to the Regional Director for a final and binding determination.

Name	Backpay	Consequential Damages	Interest	Total
(b) (6), (b) (7)(C)	\$20,325	\$720	\$166	\$21,186
(b) (6), (b) (7)(C)	\$23,302	\$0	\$185	\$23,487
(b) (6), (b) (7)(C)	\$26,578	\$493	\$195	\$27,266

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
Initials

No _____
Initials

Initials: _____

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Amended Complaint (Complaint) previously issued on August 30, 2022, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Waikiki Health Center		Charging Party (b) (6), (b) (7)(C)	
By: Name and Title	Date	By: Name and Title	Date
/s/ (b) (6), (b) (7)(C)	10/12/2022	/s/ (b) (6), (b) (7)(C)	10/12/2022
Print Name and Title below		Print Name and Title below	
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	
Recommended By:		Approved By:	
Date		Date	
/s/ Jeff Beerman		/s/ Jill H. Coffman	
10/12/2022		10/13/22	
Jeff Beerman		Jill H. Coffman	
Board Agent		Regional Director, Region 20	

Initials: _____

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to freely bring restroom access issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT discipline, discharge, or otherwise retaliate against any employee for exercising the right to bring issues and complaints regarding terms and conditions of employment to us on behalf of themselves and other employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL pay (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) for the wages and other benefits they lost because we discharged them.

WE WILL reimburse (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for additional expenses they incurred as a direct result of our termination of their employment.

WE WILL offer (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) positions which match their former positions' job descriptions and the duties and responsibilities described in those job descriptions, within 7 days of the approval of this settlement agreement or by October 15, 2022, whichever date is earlier. Such offers of employment shall be made without prejudice to their seniority, or any other rights and privileges previously enjoyed.

WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) and **WE WILL** notify them in writing that this has been done and that the discharge will not be used against them in any way.

Waikiki Health Center

(Employer)

Dated: _____

By: _____
(Representative) (Title)

Initials: _____

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlr.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

300 Ala Moana Boulevard
Room 7-245
Honolulu, HI 96850-4980

Telephone: (808) 541-2814
Hours of Operation: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

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